



City of NORFOLK

To the Honorable Council
City of Norfolk, Virginia

March 18, 2014

From: Steven J. Anderson, Director Department of
Development

Subject: Ordinance to approve a
lease agreement to Crown Castle GT
Company LLC for property located at
422 W. Government Avenue

Reviewed: Ronald H. Williams Jr., Assistant City
Manager

Ward/Superward: 1/6

Approved:

Marcus D. Jones, City Manager

Item Number:

PH-2

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, PA 15317

III. **Description**

This agenda item is to adopt an ordinance to approve a lease agreement between the City and Crown castle GT Company LLC. This lease is being renewed at revised terms for an existing free standing tower and wireless communications facility. The term of the lease agreement is for five years commencing March 1, 2014 through February 28, 2019.

IV. **Analysis**

The lease agreement allows Crown Castle to continue to maintain a communications facility located at 422 W. Government Avenue.

V. **Financial Impact**

The applicant will pay the City an annual rent in the amount of \$28,721.04, to be paid on a monthly basis in the amount of \$2,393.42. Rent will increase by 3% annually.

VI. Environmental

There are no known environmental issues associated with this lease.

VII. Community Outreach/Notification

Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. Board/Commission Action

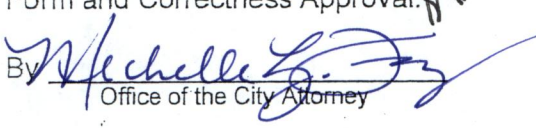
N/A

IX. Coordination/Outreach

This letter has been coordinated with Department of Economic Development and the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Lease Agreement

Form and Correctness Approval: By 
Office of the City Attorney

Contents Approved:

By 
DEPT. _____

NORFOLK, VIRGINIA

ORDINANCE No.

AN ORDINANCE APPROVING A LEASE AGREEMENT WITH CROWN
CASTLE GT. COMPANY, L.L.C. FOR AN EXISTING
COMMUNICATIONS TOWER LOCATED AT 422 GOVERNMENT AVENUE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the terms and provisions of the Lease Agreement between the City of Norfolk, as lessor, and Crown Castle GT. Company, L.L.C. (Crown Castle), as lessee, a copy of which is attached hereto, by which the City of Norfolk leases to Crown Castle that certain parcel of land located at 422 Government Avenue, as shown on Exhibits A and B of the Lease Agreement, for a term of five (5) years upon conditions specifically set forth therein, are hereby approved.

Section 2:- That the City Manager is authorized to execute said lease for and on behalf of the City.

Section 3:- That this ordinance shall be in effect from and after thirty days from the date of its adoption.

LEASE AGREEMENT

“Freestanding” tower and wireless
communications facility
located at:

Facility: Willoughby Spit #816255
Street Address: 422 Government Avenue
City: NORFOLK
Commonwealth: Virginia

between

**The City of Norfolk, Virginia,
as LESSOR**

and

**Crown Castle GT Company LLC,
a Delaware limited liability company,
as LESSEE**

Be advised that this information is highly proprietary in nature. It is intended for the sole use of Lessor and Lessee pertaining to real estate leasing. Third party disclosure or use may create civil liability.

LEASE AGREEMENT
(Tower Site – Willoughby Spit)

THIS LEASE AGREEMENT (“Lease”) is made as of the ____ day of _____ 2014, between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia, (“Lessor”) and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“Lessee”).

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, dated February 27, 2009, for Premises, as hereinafter defined, located at 422 Government Avenue in the City of Norfolk, Virginia (the “Prior Lease”);

WHEREAS, pursuant to the terms of the Prior Lease, Lessee constructed a wireless communications facility on the Premises, which facility is shown on Exhibit B attached hereto and made a part hereof (the “Existing Facility”);

WHEREAS, the Prior Lease is scheduled to expire on February 28, 2014; and

WHEREAS, the parties wish to enter into a new lease agreement for the Premises upon the terms and conditions set forth herein.

AGREEMENT:

For good and valuable considering, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Description of Leased Property.** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor that certain piece or parcel of land (hereinafter referred to as the “Premises”), located at 422 Government Avenue in the City of Norfolk, Virginia, said Premises being bounded and described on Exhibit A and shown on Exhibit B attached hereto and made a part hereof, together with an easement for pedestrian, utility and vehicular access, ingress, and egress between Government Avenue and the Premises, said easement being described on Exhibit A and shown on Exhibit B (the “Easement”).

2. **Lease Term.** The term of this Lease shall be for a period of five (5) years (the “Term”), commencing on March 1, 2014 (the “Commencement Date”) and terminating at midnight on February 28, 2019 (the “Expiration Date”). The Lessee may request a new lease agreement by giving written notice to the Lessor, at Lessor’s notice address as designated in Section 15, not more than six (6) months nor less than three (3) months prior to the Expiration Date; provided, however, this provision shall in no way bind the Lessor and Lessee with respect to any such new lease. For purposes of this Lease, a “Lease Year” shall be the period of time from March 1 in any calendar year to the last day of February in the following calendar year. The Easement provided for hereunder shall have the same Term as this Lease.

3. **Rent.** On or prior to the Commencement Date and on the first day of each calendar month thereafter, Lessee shall pay to Lessor, without demand and without offset, annual base rent ("Base Rent") in the amount of Twenty-Eight Thousand Seven Hundred Twenty-One and 04/100 Dollars (\$28,721.04), said Base Rent to be made payable to Norfolk City Treasurer and paid to Lessor at 500 East Main Street, Suite 1500, Norfolk, Virginia 23510 (or at such address of which Lessor notifies Lessee) in monthly installments of Two Thousand Three Hundred Ninety-Three and 42/100 Dollars (\$2,393.42). Rent shall increase annually on the first day of each Lease Year throughout the Term by an amount equal to three percent (3%) over the Base Rent payable by Lessee during the prior Lease Year, as set forth below:

| <u>Period</u> | <u>Annual Base Rent</u> | <u>Monthly Base Rent</u> |
|-----------------------------------|-------------------------|--------------------------|
| March 1, 2014 – February 28, 2015 | \$ 28,721.04 | \$2,393.42 |
| March 1, 2015 – February 29, 2016 | \$ 29,582.64 | \$2,465.22 |
| March 1, 2016 – February 28, 2017 | \$ 30,470.04 | \$2,539.17 |
| March 1, 2017 – February 28, 2018 | \$ 31,384.08 | \$2,615.34 |
| March 1, 2018 – February 28, 2019 | \$ 32,325.60 | \$2,693.80 |

As used in this Lease, the term "Rent" or "rent" shall include Base Rent, Additional Rent, and any other amounts due to Lessor pursuant to this Lease.

4. **Use of Property.** The Premises and all easements, rights and privileges herein granted shall be used solely for the purpose of maintaining and operating the wireless communications facility known as the Existing Facility and uses incidental thereto and all related appurtenances and improvements thereto. Lessee shall maintain, in good order and repair, a security fence consisting of chain-link around the perimeter of the Premises. It is understood and agreed that all improvements and repairs shall be undertaken at Lessee's sole expense. Lessee will maintain the Premises in a reasonable and safe condition. Lessee and any other user shall not make any significant additions to the Existing Facilities without obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. The foregoing notwithstanding, no consent from Lessor will be required when Lessee adds a Co-Located User, as hereinafter defined, (and its equipment) to the Premises, including, without limitation, the existing tower; provided, however, Lessee shall be required to give notice to Lessor, in accordance with Section 15 of this Lease, of such Co-Located User's use of the Premises. In no event shall the use of the Premises by Lessee or any other user be such as to constitute a nuisance or be harmful to the normal and customary operations of Lessor and/or neighboring landowners.

5. **Co-Location.** Lessee agrees that, to the extent of the structural and technological capacity of the communications tower contemplated under this Lease and subject to the provisions set forth below, Lessee shall use commercially reasonable efforts to make space available on the tower for the equipment of other non-interfering and compatible communications tower users ("Co-located Users") at fair market rental rates and in accordance with co-location practices in the wireless communications industry. Accordingly, Lessee may sublease, license or grant a similar right of use or occupancy in all or any portion of the Premises to any Co-Located User without the consent or approval of Lessor; provided, however, (a) Lessee shall provide written notice to Lessor of such Co-Located User's use of the Premises prior to or within ten (10) days after the Co-Located User's commencement of such use and (b) in addition to the Base Rent currently payable by Lessee pursuant to the terms of this Lease,

and as further consideration for the right to use and lease the Premises in accordance with the terms hereof, Lessee shall pay to Lessor additional rent (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the "Additional Rent"), without demand and without offset, throughout the Term upon the following terms and conditions: (y) Lessee agrees to pay to Lessor Additional Rent throughout the Term of this Lease in an amount equal to ten percent (10%) of all rents, license fees, or similar amounts received by Lessee from any Co-Located User whose subtenancy, license or similar right to use all or any portion of the Premises commenced prior to the date of full execution of this Lease by all parties hereto; and (z) from and after the date of full execution of this Lease by the parties hereto, if Lessee subleases, licenses or grants a similar right of use or occupancy in all or any portion of the Premises to a Co-Located User, Lessee agrees to pay to Lessor Additional Rent in an amount equal to forty percent (40%) of all rents, license fees, or similar amounts received by Lessee from any such future Co-Located User of the Premises. Lessee agrees to pay such Additional Rent to Lessor within thirty (30) days after receipt of said payments by Lessee from any Co-Located User. Lessee shall have no obligation for payment to Lessor of such share of rents, license fees or similar payments unless and until such amounts are actually received by Lessee; provided, however, Lessee shall use commercially reasonable efforts to collect all amounts due and payable to Lessee by any such Co-Located Users. Lessor acknowledges that, provided that Lessee uses commercially reasonable efforts to collect all amounts due and payable to Lessee by any Co-Located User, Lessor shall have no recourse against Lessee as a result of the failure of payment by a Co-Located User. A complete list of the names of each Co-Located User as of the date of this Lease; the amount of the monthly rent payable by and received from each Co-Located User; the term dates of the agreements with each Co-Located User; the final expiration date of each Co-Located User agreement with Lessee; the rate at which the Co-Located User rent increases, and the percentage of such rents that is payable to Lessor as Additional Rent for each Co-Located User is set forth in Exhibit C attached hereto and made a part hereof. Within thirty (30) days of receipt of Lessor's written request, but no more than once per calendar year, Lessee shall provide Lessor with a certified business summary which provides the following detailed information regarding each Co-Located User: the name of each Co-Located User; the amount of the monthly rent payable by and received from each Co-Located User; the term dates of the agreements with each Co-Located User; the final expiration date of each Co-Located User agreement with Lessee; the rate at which the Co-Located User rent increases, and the percentage of such rents that is payable to Lessor as Additional Rent for each Co-Located User.

6. **Maintenance of Easement.** Lessee will maintain, at its sole cost and expense, crushed stone or a similar pavement surface on the Easement shown on Exhibit B. Lessee shall be responsible for the removal of any obstructions, including but not limited to vegetation, which may encroach upon, interfere with, or present a hazard to Lessee's use of the Premises and the Easement. Lessee shall be responsible for disposing of any materials related to the removal of obstructions.

7. **Hazardous Substances and Hazardous Wastes.** Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all

sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. Lessee shall execute such affidavits, representations and the like from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises.

Lessor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. Lessor shall execute such affidavits, representations and the like from time to time as Lessee may reasonably request concerning Lessor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Lessor's property.

For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereunder, and "Hazardous Wastes" shall be as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereunder.

8. **Insurance.** At all times during the Term, Lessee, at its sole expense, and for the mutual benefit of Lessor and Lessee, shall obtain and keep in force, from a company legally qualified to do business in Virginia, insurance policies as shown below. The Lessor shall be listed as additional insured on all general liability and automobile liability policies. All liability policies will be written in an "occurrence" form. If the Lessee fails to maintain the insurance as set forth in this Lease, the Lessor shall have the right, but not the obligation, to purchase such insurance at Lessee's expense.

(a) Comprehensive general liability insurance insuring Lessor and Lessee against liability for injury to persons or property occurring in or about the Premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability limits under such insurance shall be not less than Two Million Dollars (\$2,000,000.00).

(b) Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident, \$2,000,000 aggregate. Such insurance shall cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and shall include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

(c) The limits required in paragraphs (a) and (b) above may be met by a combination of primary and excess/umbrella liability policies.

(d) Workers' Compensation and Employers Liability Insurance: The Lessee shall maintain the applicable statutory Workers' Compensation Insurance and Employer's Liability Insurance with a limit of at least \$200,000 per accident/injury.

(e) Lessee shall furnish the Lessor with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required hereby. The certificate(s) shall specifically indicate that the insurance includes any extensions of coverage required in this

Section 8. In the event of cancellation of, or material change in, any of the policies, the Lessee shall notify the Lessor within at least fourteen (14) days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this Lease, the Lessor shall furnish a certificate of insurance evidencing renewal of such coverage to the Lessee within ten (10) days of the effective date such renewal. All certificates shall be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this Lease. Failure of the Lessor (1) to demand such certificates or other evidence of full compliance with these requirements or (2) to identify a deficiency from the evidence provided shall not be construed as a waiver of the Lessee's obligation to maintain such insurance.

9. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

10. **Sale of Property.** If at any time during the Term of this Lease, Lessor decides to sell all or part of Lessor's property of which the Premises is a part to a purchaser other than Lessee, then, provided that Lessee (i) is not in Default for abandoning the Premises or (ii) is not in Default for failure to pay Rent and the amount of such unpaid Rent is not in dispute, such sale shall be subject to the terms and provisions of this Lease. Any sale by Lessor of the portion of Lessor's property underlying the easements herein granted shall be under and subject to the rights of Lessee in and to said easements.

11. **Default** The following shall constitute an event of default under this Lease (a "Default"): (a) Lessee fails to pay any Rent due under this Lease within fifteen (15) days after written notice of non-payment is given to Lessee; (b) a material breach or default of any of the non-monetary terms, covenants, or conditions of this Lease by either party, and such default continues for thirty (30) days after written notice is delivered to the defaulting party; however, if such non-monetary default cannot reasonably be cured within such thirty (30) day period, then so long as the defaulting party has promptly commenced to cure the default within such thirty (30) day period and is diligently proceeding to complete the cure, the defaulting party shall have reasonable additional time (not to exceed thirty (30) additional days) to complete the cure. In the event of a Default beyond the applicable notice and cure period, the non-defaulting party shall have the right to terminate this Lease by giving thirty (30) days written notice to the defaulting party, or to exercise any other rights or remedies available at law or in equity, all of which remedies shall be cumulative.

12. **Termination by Lessee.** Lessee shall have the right to terminate this Lease at any time by providing Lessor with not less than six (6) months prior written notice of such termination. Said notice of termination shall be effective upon the date set forth in said notice. Upon termination of this Lease by Lessee, the parties shall have no further obligations pursuant to this Lease, except that any Rents or other amounts due up to and including the effective date of such termination shall be paid within thirty (30) days after the effective date of the termination

and except for any other provisions of this Lease that by their terms survive the expiration or sooner termination of this Lease.

13. **Surrender of Property.** Upon the expiration or sooner termination of this Lease, Lessee shall, within a reasonable time, remove its building(s), tower and all above ground fixtures, appurtenances and improvements and restore the Premises to its original condition, reasonable wear and tear excepted.

14. **Holdover.** If Lessee or any other occupant remains in possession of the Premises after the expiration or sooner termination of this Lease without Lessor's consent, no tenancy or interest in the Premises will result, and such party shall be subject to immediate eviction and removal. Lessee shall pay to Lessor all damages sustained by Lessor resulting from such retention of possession, including the loss of any proposed subsequent tenant for the Premises and lost rent. The foregoing shall not apply if pursuant to Section 2 above, Lessee has provided written notice to Lessor of Lessee's intent to enter into a new lease agreement, in which case if a new lease agreement is not entered into prior to the Expiration Date, the parties shall work in good faith to do so within ninety (90) days of the Expiration Date, during which time Lessee shall be deemed to be occupying the Premises with Lessor's consent and the Base Rent shall remain the same amount as it was on the Expiration Date. If Lessee has not provided notice of its intent to enter into a new lease agreement but otherwise remains in possession of the Premises with Lessor's written consent, Lessee shall be deemed to be occupying the Premises as a tenant at will at a rental equal to one hundred fifty percent (150%) of the Base Rent in effect as of the date of expiration or termination, as the case may be, and otherwise subject to all terms and conditions of this Lease.

15. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

| | |
|----------------|--|
| Lessor: | Manager of Real Estate Department of Development 500 East Main Street, Suite 1500 Norfolk, Virginia 23510 |
|----------------|--|

| | |
|------------------------|---|
| With a copy to: | Director of Development City of Norfolk 500 East Main Street, Suite 1500 Norfolk, Virginia 23510 |
|------------------------|---|

Lessee:

Crown Castle GT Company LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

16. **Recording.** Lessor acknowledges that Lessee intends to record a Memorandum of Lease with the appropriate recording officer. Lessor shall execute such Memorandum promptly upon Lessee's request. The date set forth in any Memorandum of Lease shall be for recording purposes only and bears no reference to commencement of either the Term or Rent payments hereunder.

17. **Hold Harmless.** Lessee shall indemnify and defend Lessor against, and hold Lessor harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Premises or Lessor's property by the Lessee, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the Lessor, its employees, contractors, servants or agents.

18. **Taxes.** Lessee agrees to pay and discharge any present or future taxes, assessments, duties, or impositions assessed, charged, or imposed on Lessee's leasehold interest on the Premises, the Existing Facility, and all other improvements constructed by Lessee thereon. Lessee shall not be required to pay any portion of any taxes, assessments, duties or impositions resulting from the value of the land adjacent to the Premises, or from the value of new buildings or improvements constructed on the Premises or on adjacent land by Lessor.

19. **Liens or Encumbrances.** Lessee shall not suffer the Premises or any improvements thereon to become subject to any lien, charge or encumbrance, and shall indemnify Lessor against all such liens, charges or encumbrances. Lessee shall, within ninety (90) days after written notice thereof from Lessor, discharge or bond any mechanic's lien or other lien, charge or order for the payment of money filed against the Premises as the result of the act or omission of Lessee.

Additionally, Lessee may mortgage or grant a security interest in this Lease and Lessee's equipment, upon notice to Lessor, and may assign this Lease and such equipment to any such mortgagees or holders of security interests including their successors or assigns (hereinafter referred to collectively as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may be reasonably required by Mortgagees.

20. **Marking and Lighting Requirements.** Lessee, at all times during the Term of this Lease, shall be responsible for the compliance of the Communications Facility with all marking and lighting requirements, and all other applicable requirements, of the Federal Aviation Administration ("FAA") and the FCC. Lessee shall indemnify and hold Lessor harmless from any fines or other liabilities caused by Lessee's failure to comply with such requirements as they pertain to the Communications Facility. Should either Lessor or Lessee be cited by either the

FCC or FAA because of Lessee's failure to comply with such regulations as they pertain to the Communications Facility, and should Lessee fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessor may exercise any rights or remedies available to Lessor at law or in equity, all of which remedies shall be cumulative.

21. **Lessor's Covenant of Title.** Lessor covenants that Lessor is seized of good and sufficient title and interest to the property of which the Premises is a part and has full authority to enter into and execute this Lease. Lessor further covenants that to the best of Lessor's current actual knowledge without independent investigation, (i) there are no aspects of title that might interfere with or be adverse to Lessee's interests in and intended use of the Premises and (ii) title is such that Lessee will have the ability to obtain title insurance at regular rates.

22. **Interference with Lessee's Business.** Without the prior written consent of Lessee, which consent shall not be unreasonably withheld, conditioned or delayed, Lessor covenants to restrict on the property of which the Premises is now a part, the construction, installation or operation of any additional wireless communications facilities which emit radio frequencies.

23. **Quiet Enjoyment.** Provided that Lessee is not in default under the terms of this Lease, Lessor covenants that Lessee, upon paying Rent and performing the covenants of this Lease, shall peaceably and quietly have, hold and enjoy the Premises.

24. **Improper Use.** Lessee agrees not to use or allow the Premises to be used for any unlawful or immoral purposes or in violation of any certificate of occupancy or certificate of compliance covering the use of the Premises or any portion thereof, and will not suffer any act to be done or any condition to exist on the Premises, or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

25. **Entire Agreement.** Lessor and Lessee agree that this Lease, including its attachments, contains all of the agreements, promises and understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by authorized agents of the parties hereto. Authorized agents for Lessee have received authority from Lessee's corporate officers and will provide proof of such authorization to Lessor. Authorized agents for Lessor are the City Manager or an Assistant City Manager of the City of Norfolk.

26. **Numbering and Headings.** The numbering and the headings of the paragraphs in this Lease are only for the purpose of convenience and should be disregarded in the construction or interpretation of this Lease.

27. **Construction of Document.** Lessor and Lessee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

28. **Applicable Law.** This Lease and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Virginia. In the event that a dispute arises under this Lease, the parties agree that the venue for any litigation shall be the Circuit Court of the City of Norfolk, Virginia.

29. **Partial Invalidity.** If any term of this Lease is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

30. **Successors and Assigns.** Except as otherwise provided herein, this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

31. **Assignment and Sublease.** Except as otherwise set forth in Section 5 of this Lease, Lessee shall not assign, sublease, transfer or otherwise convey its interest in this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lessor and Lessee having read the foregoing and intending to be legally bound hereby, have executed this Lease as of the day and year first written above.

CITY OF NORFOLK

By: _____ (SEAL)

Name: Marcus D. Jones

Title: City Manager

Date of Execution: _____

ATTEST:

City Clerk

APPROVED AS TO CONTENTS:

Director of Public Works

APPROVED AS TO FORM AND
CORRECTNESS:

Assistant City Attorney

**CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company**

By: _____ (SEAL)

Name: _____

Title: _____

Date of Execution: _____

Exhibit A

A parcel containing approximately 4,385 square feet of land, more or less, located behind the City Pump Station which is presently situated at the western terminus of Government Avenue, Norfolk, Virginia, as shown on the attached Exhibit "B".

TOGETHER WITH an easement twenty (20) feet in width, for pedestrian and vehicular access, ingress and egress, said easement running to and from the above described premises from and to Government Avenue, a public right-of-way of the City of Norfolk, as shown on the attached Exhibit "B".

Exhibit B

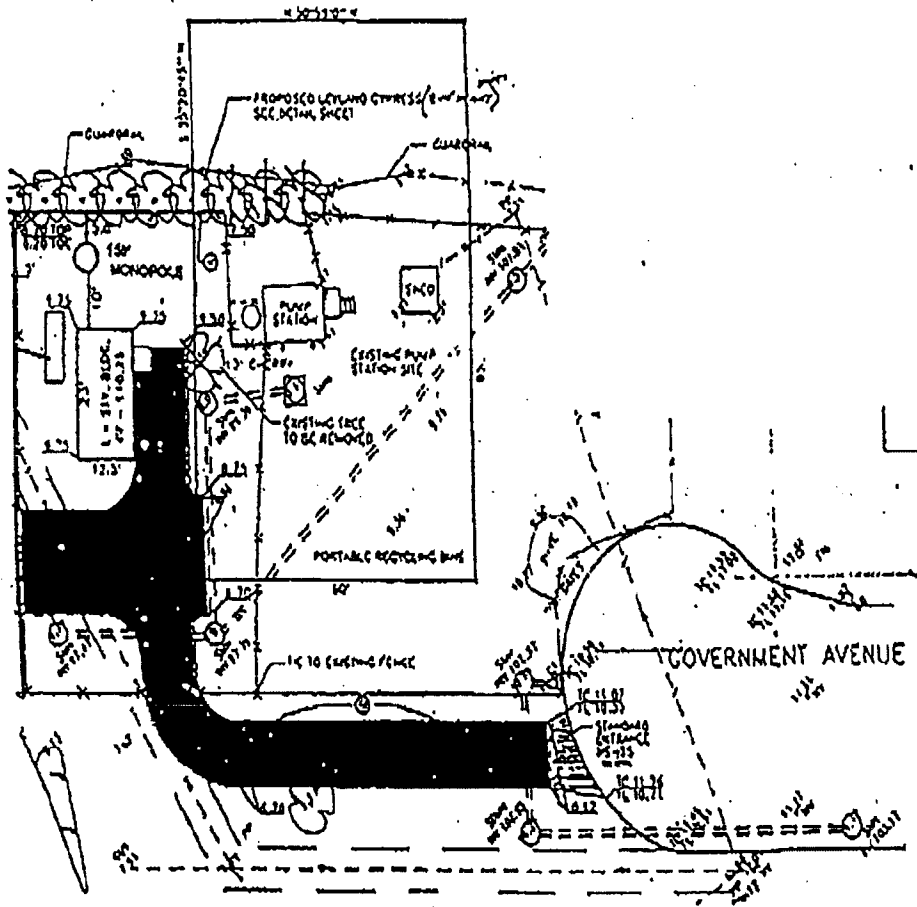


Exhibit C
Co-Located Users

To Be completed
at time of
execution